

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

1. AGREEMENT. Unless otherwise agreed in writing, the execution of any sales agreement (even including an installation service by Photowatt on client's site) implies subscription to these General Terms and Conditions and express waiver by client of its own general conditions notwithstanding any conflicting clause in client's documents.

The agreement is deemed firm and irrevocable subject to the provisions in Article 11 "Ownership title reservation", as from execution of Photowatt's proposal by client or, failing any proposal, as from issue by Photowatt of a purchase order acknowledgment (order confirmation) confirming the content of the agreement unless Photowatt receives within 10 days as from shipment thereof a written claim from client.

Any special conditions accepted for additional supplies shall in no case be extended to the main agreement. Any particular conditions stated in the agreement shall only amend the general conditions on the precise points they focus. Any samples and information (prices, miscellaneous data, conditions,...) published in the catalogues, brochures and price lists are only informative and involve no commitment from Photowatt. Photowatt reserves the right to introduce any modifications to dimensions, materials and shapes of the samples and devices illustrated on same.

2. PROPOSAL VALIDITY. Photowatt's proposal validity term is one month as from proposal date. After expiry of said term, said proposal shall no longer be binding on Photowatt, unless otherwise approved in writing.

3. SUPPLIES. Supplies are only inclusive of equipment and services which are stated in the agreement. Any request for modification of the agreement by client is subject to prior written approval from Photowatt and shall entail amendment of the initially stated prices and delivery terms. Photowatt reserves the right to replace the whole or part of the equipment and services which are initially stated by other equipment and services of equivalent or higher quality.

4. PRICES. Prices are quoted before tax, under standard packaging and ex-works Photowatt except as regards sales which include installation services by Photowatt on client's site, in which case prices are quoted door-to-door to client's site. Prices are revisable according to the terms and conditions of the agreement.

5. PAYMENT CONDITIONS. Invoices are payable at Photowatt's registered office. Payments are effected by bank transfer, cheque or bill of exchange, net without discount and before shipment of the goods, unless otherwise agreed. Whenever a guarantee holdback is required, said holdback shall be limited to 5 % of the amount of the agreement and payable upon delivery against remittance of a bank security of same amount, releasable within one year maximum as from delivery.

In case of outstanding debt at the date of payment, Photowatt reserves the right to suspend its services and/or any further delivery until full payment. In addition, late delivery penalties shall apply at European Central Bank's REFI rate + 10 points as from the 1st day following the maturity date of the outstanding invoice. Any outstanding payment shall be construed as an event of default for any monies still payable under any current contracts or agreements.

In case of partial delivery, a partial invoice will be issued and settled as stated heretofore.

6. DELIVERY TERMS.

The delivery terms stated in the agreement are for information only, and indicative of our best time estimate. Late delivery shall in no case authorize the client to claim for or to pronounce agreement termination or cancellation or to claim for damages or penalties. Should any elements to be furnished by client be delayed, or should any modification be introduced during work performance, Photowatt reserves the right to postpone or extend the agreed delivery terms.

7. DELIVERY, RISK TRANSFER AND TRANSPORT.

As soon as the goods are made available to client on Photowatt's premises, delivery thereof is deemed completed. The goods are then exclusively under client's responsibility and custody. Transport is carried out at client's sole risk even when Photowatt supports the costs thereof. The goods are deemed to have been made available by Photowatt in perfect condition. It devolves on client to exercise any recourse or action against the carriers as required, even when shipment is effected "carriage paid".

After summons to remove the goods sent by Photowatt to client by registered letter, should the client fail to take delivery thereof within 10 days, Photowatt shall be entitled to consider the agreement terminated. In such cases, any effected payments shall remain acquired to Photowatt notwithstanding any other rights or remedies.

By derogation to the above provisions, in case of sales inclusive of installation services by Photowatt on client's site, delivery is deemed effective at the time of delivery of the goods by the carrier on client's site. The goods are then placed under client's responsibility and custody. It devolves on client

to check the shipped goods on arrival and make reserves as required with the carrier and immediately forward same to Photowatt.

Risk is transferred at the time of delivery although the goods remain Photowatt's property until full payment thereof.

Besides, as soon as the goods are received, client shall immediately check their conformity to the agreement. Non conformity claims shall only be receivable within 15 days as from delivery.

8. TESTS. Any tests requested by client shall be supported by it. Tests shall normally be performed at the plant before delivery. When requesting tests, client may indicate whether it intends to attend or to be represented. Claims concerning tests shall not be receivable after delivery of the products.

9. WARRANTY AND LIABILITY.

Photowatt's products are warranted against defects in materials and workmanship for 5 (five) years as from delivery. It devolves on client to establish the existence of any defects in materials and workmanship. Warranty exclusively covers any material manufactured by Photowatt. Products of any other origins are covered by their manufacturers' warranties. Warranty is exclusive of wear parts, defects resulting from misuse, improper, defective or nonconforming application, installation, or failure to adhere to the Photowatt's prescriptions (absence or faulty maintenance, monitoring, storage, handling, or any modifications introduced by third parties other than Photowatt,...) or special conditions of use unknown by Photowatt. This warranty is not transferable and not assignable.

If the product fails to conform to this warranty, Photowatt will, at its option, either repair on its premises or replace the product, or refund the purchase price thereof. This warranty does not cover the return transportation costs, the costs for reshipment of any repaired or replaced product, or cost associated with installation, removal or reinstallation of product, or any production losses. No repair or replacement in the scope of the warranty can be effective in extending the warranty coverage period.

Photowatt's obligations under the agreement, notably in the case of sales inclusive of installation services by Photowatt on client's site, are limited to due care ("obligation of means" under French Law).

This clause applies without prejudice to any other contractual statement notably relating to the products (refer to the limited warranty statements hereto).

Photowatt shall in no case be held liable for indirect, material or immaterial, consecutive or incidental damage resulting from any cause whatsoever. In any case and whatever the cause is, either cumulated or not, the liability of Photowatt under the agreement is limited to a sum equal to 50% of the amount before tax of the purchase order from which said claim for damages is originated.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. Any studies or designs, software, programs, drawings, proposals, documents transmitted to client shall remain Photowatt's sole property and must be treated in strict confidence. Client is not entitled to use same for another purpose than the purpose of this contract, or to disclose or communicate same under any form whatsoever to any third parties and client hereby agrees to take all useful steps for such purposes.

11. OWNERSHIP TITLE RESERVATION. Photowatt hereby reserves ownership of the delivered goods until full payment of their price in principal and accessories. Bank cheques and bills of exchange are only considered as payment instruments as at final credit thereof. Client shall subscribe suitable insurance policies to cover all risks related to ownership and custody of the goods until full payment of their price. In case of any outstanding payment at maturity, Photowatt may require return of the goods and full payment of any outstanding monies by client. Furthermore, the sale can be terminated as of right at Photowatt's sole discretion. As penalty clause, any previously paid monies shall remain acquired to Photowatt.

12. FORCE MAJEURE. Force Majeure, as well as any severe events which make it impossible or impractical for Photowatt to meet its commitments, may cause termination or cancellation of said commitments or their suspension or postponement at Photowatt's sole discretion without the right for the client to claim for damages.. All events such as lock-outs, strikes, epidemics, wars, requisitions, fires, floods, tooling accidents, scrapping of major components during manufacturing, transport interruptions or delays, or any other occurrences resulting in unemployment or short-time working measures for Photowatt or its suppliers, or any other facts or events escaping Photowatt's reasonable control or willingness shall be considered as Force Majeure.

13. DISCREPANCIES or DISPUTES. The agreement shall be construed and ruled under French Law. Any dispute resulting from the construction or performance of the agreement shall be submitted to the competent Courts of the sole jurisdiction of Photowatt's registered office even in case of plurality of defendants or guarantee claims, without prejudice to any stipulation to the contrary in client's commercial documents.

In case of discrepancies between the French and the English version of those General Terms and Conditions, the French version shall prevail.